Memorandum

Agenda Item No. 8(0)(6)



Date:

April 2, 2013

To:

Honorable Chairwoman Rebeca Sosa

and Members, Board of County Commissioners

From:

Carlos A. Gimenez

Mayor

Subject:

Resolution to approve the award of construction Contract No. S-863: South District

Wastewater Treatment Plant Screening System Improvements to Poole & Kent

Company of Florida in the amount of \$5,720,050 pursuant to Section 2-8.1(b) of the

Code of Miami Dade County

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution pursuant to Section 2-8.1(b) of the Code of Miami Dade County awarding construction Contract No. S-863: South District Wastewater Treatment Plant Screening System Improvements to Poole & Kent Company of Florida in the amount of \$5,720,050. This contract award recommendation was prepared by the Water and Sewer Department (WASD).

The project will make improvements to the grit chamber by adding new and tighter screens designed to remove rags and other inert solids more effectively at the South District Wastewater Treatment Plant located at 23300 S.W. 88 Avenue in Commission District 8.

Scope

This project is related to a series of projects constructed under the High Level Disinfection Program to comply with Consent Order 03-1376 (issued by the Florida Department of Environmental Protection) and to adhere to regulatory requirements resulting from a rule change implemented by the United States Environmental Protection Agency to meet effluent quality standards for deep well disposal. Upon completion of the entire project, the South District Wastewater Treatment Plant will be rated a 285 million gallons per day wastewater treatment plant.

This project consists of furnishing all materials, labor and equipment necessary to construct improvements to the grit chambers at the South District Wastewater Treatment Plant. The scope of work includes the installation of four (4) WASD furnished perforated plate fine screens; four (4) washer/compactors; construction of a new electrical building complete with a motor control center, electrical feeders, power, lighting and control panels; heating, ventilation and air-conditioning modifications to an existing electrical room including the control system modifications; site civil and stormwater modifications; fire alarm installation; interior rehabilitation and coating of the grit chambers and bypass channel; and furnishing and installing all required piping, valves, fittings, sluice gates and all other all other electrical, mechanical and miscellaneous work for a complete, functional and satisfactory installation.

Fiscal Impact/Funding Source

This contract has a fiscal impact in the amount of \$5,720,050 which will be funded by a combination of the High Level Disinfection Special Construction Fund and existing bond funds. The project is included in the Department's FY 2012-2013 Adopted Capital Budget under OMB Project No. 96510240.

Track Record/Monitor

WASD's Deputy Director for Regulatory Compliance and Capital Improvements, Douglas L. Yoder, will oversee this project.

Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners Page 2

Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine responsibility, including verifying corporate status, and performance and compliance data. The lists reviewed include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to the contractors responsibility. This information is being provided pursuant to Resolution R-187-12.

Background

Construction Contract No. S-863: South District Wastewater Treatment Plant Screening System Improvements was advertised on November 29, 2012 for full and open competition, including invitations to over three hundred prequalified general contractors under the County's Miscellaneous Construction Contract 7360 Plan. A mandatory Pre-Bid and Site Visit Meeting was held on December 12, 2012 with approximately 20 perspective bidders. On January 15, 2013, WASD received two (2) responsive bids, WASD's recommendation is to award the contract to the lowest responsive and responsible bidder, Poole & Kent Company of Florida.

Under Section 2-8.1(b) of the Code of Miami Dade County, the Board specified a \$5 million threshold under which authority to award a miscellaneous construction contract was delegated to the Mayor or Mayor's designee. Since the low bid exceeds \$5 million, approval of this contract award recommendation is presented to the Board.

The Internal Services Department CIIS database contains twenty (20) interim and final evaluations for Poole & Kent Company of Florida with an average overall 3.6 rating out of a possible 4 points which is indicative of overall satisfactory performance.

According to the Firm History Report, Poole & Kent Company of Florida has been awarded five (5) contracts with the County with a total value of \$201,010,018.31, and change orders approved by the Board with a total value of \$61,670.00.

There is a 5.51% Community Small Business Enterprise Goal established as a part of the construction contract as well as an 11.80% Community Workforce Program Goal.

Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners Page 3

BUDGET APPROVAL
FUNDS AVAILABLE:

Jennifer Moon
OMB DIRECTOR

APPROVED AS TO
LEGAL SUFFICIENCY:
Henry N. Gillman
COUNTY ATTORNEY

2/6/12

DEPUTY MAYOR

CONTRACT TO AWARD POOLE & KENT COMPANY OF FLORIDA A CONSTRUCTION CONTRACT KNOWN AS SOUTH DISTRICT WASTEWATER TREATMENT PLANT **SCREENING SYSTEM IMPROVEMENTS**

CONTRACT NO. S-863

BUDGET PROJECT & DESCRIPTION:	Adopted MYCP Fiscal Years 2012-2013, Adopted Capital Budget under OMB Project Number 96510240, Page 84.
FUNDING SOURCE:	HLD Special Construction Fund Existing Bond Funds
ASSISTANT DIRECTOR, WASTEWATER - OPERATIONS:	VICENTE E. ARREBOLA, P.E. DATE
ASSISTANT DIRECTOR, FINANCE:	FRANCES G. MORRIS DATE
BUDGETARY AND FINANCIAL ADVISOR TO THE DIRECTOR:	Pecho Loli 1/30/13 PEDRO L. VELAR DATE
DEPUTY DIRECTOR, REGULATORY COMPLIANCE AND CAPITAL IMPROVEMENTS:	BOUGH, YODER Ph.D. DATE
DIRECTOR:	JOHN W. RENFROW, P.E. DATE



TO: Honorable Chairwoman Rebeca Sosa

sa DATE:

April 2, 2013

and Members, Board of County Commissioners

FROM: R. A. Cuevas, J

County Attorney

SUBJECT: Agenda Item No. 8(0)(6)

Pleas	se note any items checked.	
	"3-Day Rule" for committees applicable if raised	
	6 weeks required between first reading and public hearing	
	4 weeks notification to municipal officials required prior to public hearing	
	Decreases revenues or increases expenditures without balancing budget	
	Budget required	
	Statement of fiscal impact required	
	Ordinance creating a new board requires detailed County Mayor's report for public hearing	
	No committee review	
	Applicable legislation requires more than a majority vote (i.e., 2/3's, 3/5's, unanimous) to approve	
	Current information regarding funding source, index code and available	

Approved	Mayor	Agenda Item No. 8(0)(6)
Veto		4-2-13
Override		
	RESOLUTION NO.	

RESOLUTION APPROVING CONSTRUCTION CONTRACT NO. S-863 IN THE AMOUNT OF \$5,720,050.00 TO POOLE & KENT COMPANY OF FLORIDA TO PROVIDE SCREENING SYSTEMS IMPROVEMENTS AT THE COUNTY'S SOUTH DISTRICT WASTEWATER TREATMENT PLANT; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves construction Contract No. S-863 in the amount of \$5,720,050.00 to Poole & Kent Company of Florida to provide screening systems improvements at the South District Wastewater Treatment Plant; in substantially the form attached hereto and made a part hereof; and authorizes the Mayor or Mayor's designee to execute same and to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Agenda Item No. 8(0)(6) Page No. 2

Rebeca Sosa, Chairwoman Lynda Bell, Vice Chair

Bruno A. Barreiro Jose "Pepe" Diaz Sally A. Heyman Jean Monestime Sen. Javier D. Souto Juan C. Zapata Esteban L. Bovo, Jr. Audrey M. Edmonson Barbara J. Jordan Dennis C. Moss Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of April, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____ Deputy Clerk

Approved by County Attorney as to form and legal sufficiency.

Henry N. Gillman

Expenditure Schedule:	2011-12	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Planning and Design	300	305	675	476	634	18	0	1,178	15,453	18,739
Construction	7,200	7,318	16,202	11,431	15,224	432	0	28,277	563,371	632,255
	ومودو و در	مدور بو بالدوار بو بالدوار و بالدوار بو	1. 1. [李] 在 1. [4] 1. [4] 1. [4] 1. [4] 1. [4] 1. [4] 1. [4] 1. [4] 1. [4] 1. [4] 1. [4] 1. [4] 1. [4] 1. [4]	· • • • • • • • • • • • • • • • • • • •		THE PERSON NAMED IN POST OF	طماوسيبرين فمربضه بحية			Service Services III
Total Projected Cost:	7,500	7,623	16,877		15,858	450		,	•	•
						ALCOHOL: PARISTA			14-27-1	

Estimated Annual Operating Costs:

Less than \$10k

SOUTH DISTRICT WASTEWATER TRANSMISSION MAINS AND PUMP STATIONS IMPROVEMENTS

Project #:9651061



Location:

Wastewater System - South District Area

Comm. District Physically Located: Systemwide Comm. District(S) Served: Systemwide

Description: Construct piping improvements to pump station number 636 and force main upgrade in SW 117 Ave

2011-12 0	0	0	0	1,290	0	0	5,734	0	TOTAL 7,024
. 0	0	0	0			_	5,734	0	7,024
2011-12	PRIOR	2012-13	2013-14	2014-16	2015-16	2016-17	2017-18	FUTURE	TOTAL
0	0	O	0	39	0	0	172	0	211·
0	0	0	0	1,251	0	0	6,662	0	6,813
-	*********		المستوادة الدارية أمال المستمار	yepunyanniduitisti	***************************************	يسرو وادوم ؤك مامانة		- All Marie Lander	
0	0	0	0	1,290	. 0	-	5,734	Q	7,024
	0 0 2011-12 0 0	0 0 2011-12 PRIOR 0 0 0 0	0 0 0 2011-12 PRIOR 2012-13 0 0 0 0 0	0 0 0 0 2011-12 PRIOR 2012-13 2013-14 0 0 0 0 0 0 0 0	0 0 0 0 1,290 0 0 0 0 1,280 2011-12 PRIOR 2012-13 2013-14 2014-16 0 0 0 0 0 39 0 0 0 1,251	0 0 0 0 1,290 0 0 0 0 1,290 0 2011-12 PRIOR 2012-13 2013-14 2014-16 2016-16 0 0 0 0 0 39 0 0 0 0 1,251 0	0 0 0 0 1,290 0 0 2011-12 PRIOR 2012-13 2013-14 2014-15 2015-16 2016-17 0 0 0 0 0 39 0 0 0 0 0 1,251 0 0	0 0 0 0 1,290 0 0 5,734 0 0 0 0 1,290 0 0 5,734 2011-12 PRIOR 2012-13 2013-14 2014-16 2015-16 2016-17 2017-18 0 0 0 0 0 39 0 0 172 0 0 0 0 1,251 0 0 5,662	0 0 0 0 1,290 0 0 5,734 0 0 0 0 0 1,290 0 0 5,734 0 2011-12 PRIOR 2012-13 2013-14 2014-16 2015-16 2016-17 2017-18 FUTURE 0 0 0 0 0 39 0 0 172 0 0 0 0 0 1,251 0 0 5,562 0

Estimated Annual Operating Costs:

Less than \$10k

SOUTH DISTRICT WASTEWATER TREATMENT PLANT - HIGH LEVEL DISINFECTION

Project #:98510240



Location:

8950 SW 232 St

Unincorporated Miami-Dade County

Comm. District Physically Located: 8

Comm. District(S) Served: Systemwide

Description: Construct treatment facilities for high level disinfection to meet regulatory requirements at the South

District Wastewater Treatment Plant

Revenue Schedule:	2011-12	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18 FUTURE	TOTAL
HLD Special Construction Fund	0	143,485	0	0	0	O	0	0 0	143,485
State Revolving Loan Wastewater Program	7,965	52,96B	2,277	0	0	0	D	0 0	55,242
WASD Revenue Bonds Sold	0	59,713	0	0	0	0	0	0 0	69,713
Wastewater Connection Charges	0	9,675	0	0	0	0	0	0 0	•
Total Revenue:		265,738	2,277	0	0	ø	0	0 0	268,015
Expenditure Schedule:	2011-12	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18 FUTURE	TOTAL
Planning and Design	28	249	18	0	. 0	0	0	0 0	287

NA 2012 10:26:29 AM

MIAMI-DADE WATER AND SEWER DEPARTMENT

2012-2018 CAPITAL BUDGET AND MULTI-YEAR CAPITAL PLAN Projection by Project Sub-project by Year - Wastewater As of: 9/30/2011

Version 3

Albertion 2011-2012 2012-2013 2013-2014 2014-2015 2015-2016 2015-2017 2017-3018 2018-2019 2019-2020 2019-2020 Total Lateston					3	Expendifures		Remaining	PROJECTIONS	Remaining
2,575.205 5,575.205 5,615.802 1,4857.705 1,4857.705 1,485.705	Sub-Proj Sub-Proj Fund Status Allocation 9/50/2011	Sub-Proj Fund Status Allocation 9/50/2011	Bond/Fund As of Allocation 9/30/2011	Bond/Fund As of Allocation 9/30/2011	As of 9/30/2011		B Eacumb. A	ring gon	2012-2013 2013-2014 2014-2015 2015-2016 2016-2017 2017-2018 2018-2019 2019-2020 2020-2021	Bond/Fund Allocation
2,572,700 1,4877,000 1,4877,	TOTAL - 101620 2,684,960 1,045,023	2,634,960	2,634,960		1,045,023	1	0			
3,415,822	101623 SDWWTP- EW623 A 9,573,206 0 ELECTRICAL SERVICEMENAT ORS	EW623 A 9,575,206	EW623 A 9,575,206		0		۰	5,206		
\$415.822	EW646 A 5,322,420 0	EW646 A 5,322,420	EW646 A 5,322,420		6		G	5,322,420		
\$415.822	EW652 A 48,337,080 48,537,080	48,937,080	48,937,080		48,937,080		۵			
2,415,822	TOTAL-101623 63,534,706 48,937,080	63,834,796	63,834,796		48,937,080		•	7,626		•
2442.802	101G25 SDWWTP-FINAL BW646 A 5,415,822 0 STIF PAUTIG, GRADING-AND DRANDAGE	. BW646 A 5,415,882	A 5,415,882				۰	5,882		
12,131,451	EW652 A 108,112 108,112	A 108,112	A 108,112		108,112		6	•		
00,000	TOTAL-101625 \$573,994 109,112	5,573,994	5,573,994		108,112		Ģ	5415,882.		
912,000 \$600,000 \$	32,982,241	EW641 A 32,982,241 32,982,241	EW641 A 32,982,241 32,982,241	32,982,241	32,982,241		63	Φ		
12,121,431	A 1,220,681 308,681	A 1,220,681 308,681	A 1,220,681 308,681	308,681	308,681			12,080		
000 000	EW652 A. 3,969,200 3,569,200	EW652 A. 3,969,200 3,569,200	A 3,969,200 3,969,200	3,569,200		٥		0		
13,131,431 \$32,746 1,758,650 13,131,451 1,569,7666 1,100,000 1,100	TOTAL-101636 38,77,422 37,280,122 0	TOTAL-101636 38,772,722	38,172,022		37,760,122 0	•		7,000 12,000		
12.131.451 15.000.066 15.00.067 15.0	103901 SOLIDS CONTROL EWG46 A 13,131,451 0 DAPROVENCENTS.	EW646 A 13,13451 0	EW646 A 13,13451 0	6		8		13,131,451		
12.131.451 \$695.466 \$15.5151 \$45.525 \$15.5151	EW652 A 1,862,549 1,862,549	EW652 A 1,862,549 1,862,549	A 1,862,549 1,862,549	1,862,549		۵	_			
1000000 100000000000000000000000000000	TOTAL101961 15,000,000 1,865,549 G	15,000,000 1,863,549	15,000,000 1,863,549	1,868,549	1,868,549	¢		4		
06,503 1,5 10,0 500 1,100,0 00 1,5 10,	OSEM No 96510240 TOTAL - 1057 268,014,978 221,776,228 6	TOTAL-1037 268,014,978 221,776,228	268,014,978 223,776,228	223,776,228	223,776,228	•				
8.500	101791 CONTRACT EW605 A 1,200,000 93,497 0 SPECIFICATIONS DARKS MARAS	EW665 A 1,200,000 93,497	A 1,200,000 93,497	93,497		9		56,503	151000001111000011111000015151000001515100000151500001515000015150000151500001515000001515000001515000001515000000	
KASOS <u>ENTONOMOR FORMODOS FORMODOS PORMODOS PORMODOS PORMODOS PORMOS POR</u>	TOTAL-101791 1,200,000 93,497 0	1,200,000	1,200,000			•		£05'50		
	GSBM No 969110 TOTAL - 1639 1204,066 93,497 6	TOTAL - 1639 1.200,000	1,200,060			•		5,503	COLUMN COLUMN (100,000) (100,000) (200,000) (200,000) (200,000)	
	101858 CL.F PRELINE 1016S F 630,927 0 0 INTERCONNECTION S	1016S F 630,927 0	2016S F 630,927 0	0	0	•				

Projection by ProjiSub by Year Report A or F Sever All

Prepared by Capital Flavoing and Coordination Section Page 39 of 44

CONTRACT

THIS CONTRACT, made and entered into on the	ne day
of, 20, by and	between Miami-Dade County, Florida,
acting by and through the Office of the Mayor, party of t	the first part (hereinafter sometimes
called the "County"), and Poole & Kent Company	of Florida, party
of the second part (hereinafter sometimes called "Contr	ractor");
WITNESSET	.н
That the parties hereto, for and in consideration of the set forth, mutually agree as follows, to wit:	e covenants and agreements hereinafte

"SOUTH DISTRICT WASTEWATER TREATMENT PLANT SCREENING SYSTEMS IMPROVEMENTS, CONTRACT NO. S-863"

That the Contractor shall furnish all labor, materials and equipment and perform all work in the manner and form provided by the Contract Documents covering the Project of the

for the aggregate amount reflected by the Proposal, said aggregate amount being of <u>Five Million Seven Hundred Twenty Thousand Fifty Dollars and No Cents (U.S. Dollars)</u> \$5,720,050.00.

County known and identified as

- 2. That the Contractor shall begin the work to be performed under this Contract on a day to be specified in a written order issued by the Engineer, and shall fully complete all work hereunder within the time or times stated in the Proposal.
- 3. That the County shall pay to the Contractor for the faithful performance of this Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, the total amount of his proposal as set forth above at the times and in a manner stated in the General Covenants and Conditions of the Contract Documents.
- 4. It is further mutually agreed that if at any time after the execution of this Contract, Surety Performance and Payment Bond, the County shall deem the surety upon such bonds to be unsatisfactory, or if for any reason such bond shall become inadequate to cover the performance of the work, the Contractor shall at his own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security shall have been furnished in a manner and form satisfactory to the County.
- 5. The "Contract Documents" are hereby defined as the Request for Price Quotation, the terms and conditions of the MCC 7360 Plan, the Quotation Form, the Bid Bond, the Contract, the Surety Performance and Payment Bond, the Certified Resolution (Contract/ Surety Performance and Payment Bond), the General Covenants and Conditions, the Supplemental

S-863

CONTRACT

General Conditions (if Ordinance 90-143 is applicable) including Wage and Benefit Schedules, the Specifications, the Plans, any Addenda which may be issued, the Subcontractor /Supplier Listing Form (Ordinance 97-104 as amended by Ordinance 00-30), the Reporting Subcontracting Policies and Procedures (Ordinance 98 -15 9), the Community Small Business Enterprise Program (CSBE) Participation Provisions and Forms (if applicable), and the provisions for the following: Affirmative Action Plan (Ordinance 98-30) and Disclosure Form; Bidder's (Debarment) (Ordinance 93-129); Code of Business Ethics (Ordinance 01-96); Criminal Record (Felony) (as amended by Ordinance 00-30); Disability Nondiscrimination (Resolution R - 3 8 5 -95 as amended by Resolution R-182-00); Domestic Violence Leave (Ordinance 99 - 5 as amended by Resolution R-185-00); Due Fees or Taxes Paid (Ordinance 95-178 as amended by Ordinance 00-30); Metro-Dade Employment Drug-Free Workplace (Ordinance 92-15 as amended by Ordinance 00-30); Metro-Dade Employment Family Leave Plan (Ordinance 91-142 as amended by Resolution R-183-00); Fair Wage (Ordinance 90-143 as amended by Ordinance 95-183); Mandatory Clearinghouse for Posting Notice of Job Opportunities (Resolution R-937-98 as amended by R-1145-99); Obligation (Ordinance 99-162); Office of Miami-Dade County Inspector General (IG) (Ordinance 97-215 as amended by Ordinance 99-151); Sworn Statement - Public Entity Crimes [Florida Statute Sect. 287.133 (3) (a)]; and Metro-Dade County Disclosure (Ordinance 90-133).

The terms and conditions of said Contract Documents are incorporated herein by reference and made a part hereof as though fully set forth herein. The Contract Documents are complementary, so that a recital in one is tantamount to a recital in all, and the Contractor specifically acknowledges that he has read and understands all of said Contract Documents.

- 6. The various indemnities of the Contractor contained in the Contract Documents indemnifying the County from liability for damages to persons or property caused by acts, omissions, or defaults in the performance of the Contract Documents shall have a monetary limitation of the larger of the following: \$1,000,000.00, or the entire amount of the Contract.
- 7. The County retains the right to audit any and all information regarding this Contract as described in the General Covenants and Conditions, Section 41 "Audit Rights and Review of Records".
- 8. Notwithstanding and prevailing over any other provision of the Contract Documents to the contrary, the County Mayor or his designee, pursuant to Section 2-8.2.11 of the Code of Miami-Dade County, may negotiate and settle contractor claims, waive liquidated damages, extend contract time, and issue change orders for additional work. Any change orders or amendments shall not exceed \$500,000 in cumulative dollar amount and shall not exceed 15 percent of the contract price in cumulative percentage amount; provided however, that the foregoing limitation shall not apply to any change order or amendment related to environmental remediation or health requirements and the foregoing change orders and amendments shall require ratification by the Board; provided further that the County Mayor or his designee may reduce in any amount the scope and compensation payable under this contract and grant compensable and non-compensable time extensions thereunder.

CONTRACT

IN WITNESS WHEREOF, the parties hereto have executed this Contract in four (4) counterparts, each of which shall be deemed an original Contract, all as of the day and year first hereinbefore written.

ATTEST:	Harvey Ruvin Clerk of the Board	MIAMI DADE COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS
Ву:	Deputy Clerk	By: Mayor
		(PARTY OF THE FIRST PART)
Approved as	to Form and Legal Sufficiency	
Assistant Co Miami-Dade	unty Attorney Water and Sewer Department	
WHEN THE	CONTRACTOR IS A CORPORA	TION
(CORPORAT	rion SEAL)	Poole & Kent Company of Florida (Name of Corporation) By: (Signature of Officer)
•	K. Neese	Patrick H. Carr
	t or type name)	(Print or type name)
		President & CEO
		(Official Title)
		1781 N.W. North River Drive
•		Mlami, FL 33125 (Address)
Z		(PARTY OF THE SECOND PART)
corpo	th to each counterpart a certified pration authorizing the officer who is to do so in its behalf.	ed copy of a resolution of the Board of Directors of the biggs signs the Contract and Surety Performance and Payment
	<u> </u>	

S-863

Continuo de la composición del composición de la composición de la

(OFFICIAL SEAL)

See Attached CERTIFIED RES	SOLUTION
I,(Name)	, the duly elected Secretary of
Poole & Kent of Florida, a Corporation organism State of Delaware, do hereby certify that the adopted and passed by a quorum of the Board meeting held in accordance with law and the by	anized and existing under the laws of the ne following Resolution was unanimously l of Directors of the said Corporation at a
"IT IS HEREBY RESOLVED that	, the duly
	(Nama)
be and is hereby authorized to execute and sur Florida, and the Miami-Dade Water and Sewe Project entitled	ubmit a Contract to Miami-Dade County,
SOUTH DISTRICT WASTEWAT SCREENING SYSTEMS CONTRACT NO	IMPROVEMENTS,
and such other instruments in writing as ma Corporation, and that the Contract, Surety Perf such instruments signed by him shall be bindli acts and deeds."	ormance and Payment Bonds and other
I further certify that the above Resolution revised, revoked or rescinded.	n is in force and effect and has not been
Given under my hand and the Seal of the of, 20 (Month) (Year)	said Corporation thisday
Ву:	(Secretary)
	(Print or type name)
(SEAL)	Poole & Kent of Florida (Corporate Title)

CERTIFICATE OF SECRETARY OF POOLE & KENT COMPANY OF FLORIDA

The undersigned, Mark M. Porto, Secretary, certifies that he is the duly elected, qualified and acting Secretary of Poole & Kent Company of Florida, a corporation duly organized and existing under the laws of Delaware with a business address of 1781 N. W. North River Drive, Miami, FL 33125 and that as Secretary, he is the keeper of the corporate records and seal of said Corporation.

The undersigned further certifies:

1. Attached hereto as Exhibit A is a true, correct and complete copy of resolutions adopted upon written consent of the sole director of this Corporation dated as of January 9, 2013; and said resolutions do not contravene any provision of the certificate of incorporation or by-laws of said Corporation, and have not been rescinded or modified in any respect but still remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of January, 2013.

Mark M. Porto, Secretary

Poole & Kent Company of Florida, a Delaware Corporation, 1781 N. W. North River Drive,

Miami, FL 33125

EXHIBIT A

RESOLVED, that Patrick H. Carr the duly elected President and Chief Executive Officer, David A. Strickland the duly elected Senior Vice President and Assistant Secretary and Charles K. Neese, the duly elected Vice President and Assistant Secretary of the Company, be and each hereby are, authorized, empowered and directed to execute and submit a bid for the South District Waste Water Treatment Plant Screening Systems for Improvements for Plants 1 and 2, Contract No. S-863 together with contracts and such other instruments in writing as may be necessary on behalf of the said Corporation; and that such documents shall be binding upon the corporation as its own acts and deeds.



Small Business Development Division

Project Worksheet

Project/Contract Title:

SOUTH DISTRICT WASTEWATER TREATMENT PLANT SCREENING

SYSTEMS IMPROVEMENTS FOR PLANTS 1 & 2 (S-863)

Received Date: 10/09/2012

Project/Contract No:

RPQ P0082

Funding Source:

Department:

WATER & SEWER DEPARTMENT

REVENUE BONDS SOLD

Estimated Cost of Project/Bid: \$4,532,320.00

Resubmittal Date(s):

Description of Project/Bid:

To establish a contract that consists of the construction of screenings systems Improvement for Plants 1 & 2 consisting of grit chamber bypass channel modifications, including, but not limited to, perforated plate fine screens, washer/compactors, service water booster pump systems, bulkheads, sluice gates, modifications to air diffuser and water lines, interior mechanical equipment, grit collector systems, shafts, spruckets, buckets, chains, reinforced concrete construction, prestressed concrete joist, grit chamber and bypass channle interior rehabilitation, concrete walkways with canopy, air conditioning system upgrades, fire protection and fire alarm system, new electrical feeders, motor control systems, grounding system, RTU, instrumentation and control system, sitework, drainage piping.

Contract Measures Recommendation

		<u>Program</u>	Goal Percent		
	Goal	CSBE	5.51%		
	Workforce Goal	CWP	11.80%		
	Reasons	for Recommenda	ion		
An analysis of the factors cont of Thermal and Moisture Prote	tained in Section VI C of Implementing ection, Doors and Windows, Coatings a	Order 3-22 indicate t and Finishes, Sitework	hat a CSBE Subcontractor , and Masonry.	Goal is appropriat	e in the trades
CWP Estimated Workforce: CWP Designated Target Areas Trade Category: 238140-Masc	DTA) applicable to this project is the G CWP Workforce Recommendation: s: Enterprise Zones, Focus Areas onry Contractors; 238160-Roofing Con Contractors; 238350-Finish Carpentry C	tractors; 238220-Plun	abing, Heating, And Air-Co	onditioning Contra	ctors; 238320-
	Analysis for F	kecommendation o	f á Goal		
<u>Subtrade</u>		Cat.	Estimated Value	% of Items to Base Bid	Availability
Masonry Contractors		CSBE	\$14,503.42	0.32%	0
Roofing Contractors		CSBE	\$6,336.18	0.14%	65
Site Preparation Contractor	rs	CSBE	\$68,777.96	1.52%	392
Painting and Wall Covering	g Contractors	CSBE	\$104,438.25	2.30%	50
Finish Carpentry Contracto	ors	CSBE	\$12,753.95	0.28%	14
Plumbing, Heating, and Air	r-Conditioning Contractors	CSBE	\$42,984.52	0.95%	101
AND COMMON AND ADDRESS OF THE PARTY ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE	Wilderson Control of the Control of	Total	\$249,794.28	5.51%	
ng Wages: YES ponsible Wages: YES	NO X Highway NO Building:			uction: YES	X No
	pplies to all construction projects over	\$100,000 that do not	william Continued Burnel Com Co	dovally fundad was	
ess prohibited by federal or sta iges and Benefits shall apply.	te law or disallowed by a governmental	RECOMMENDA	HIGHER wage between Da	vis Bacon and Res	ponsible
ess prohibited by federal or sta iges and Benefits shall apply.	te law or disallowed by a governmenta	RECOMMENDA	HIGHER wage between Da	vis Bacon and Res	ponsible
ess prohibited by federal or sta iges and Benefits shall apply. Tier 1 Set Aside	te law or disallowed by a governmental	RECOMMENDA Tier 2 Se	HIGHER wage between Da	vis Bacon and Res	ponsible
ess prohibited by federal or sta ges and Benefits shall apply. Tier 1 Set Aside Set Aside	te law or disallowed by a governmental	RECOMMENDA: Tier 2 Se Level 2	HIGHER wage between Da	vis Bacon and Res	ponsible
ess prohibited by federal or sta ges and Benefits shall apply. Tier 1 Set Aside Set Aside	te law or disallowed by a governmental REVIEW 1	RECOMMENDA Tier 2 Se Level 2 Goal 5.5	FION t Aside Le	vel 3	ponsible

WINDSOUTH DATE COOKIN

Department of Small Business Development Firm History Report

From: 01/25/2008 To: 01/25/2013

PRIMES

FIRM NAME POOLE& KENT COMPANY OF FLORIDA 1781 NW North River Dr Miami, FL 33125-0000 AWARD -\$400,000.00 \$16,287,364.16 \$461,670.00 \$16,749,034.16 \$11,364,490.00 \$18,096,498.00 \$134,253,006.15 \$18,096,498.00 \$21,008,660.00 \$20,608,660.00 \$134,253,006.15 12/15/2009 11/20/2008 11/17/2009 12/15/2009 06/03/2008 AWARD DATE **GOAL CSBE 16.73%** GOAL CSBE 20% GOAL CSBE 10% GOAL CSBE 13% GOAL CSBE 11% MEASURES 233 days 45 days SOUTH DISTRICT WASTEWATER TREATMENT PLANT, HLD UPGRADE TO 285 MGD, FILTER SYSTEM (SIC 16) SOUTH DISTRICT WASTEWATER TREATMENT PLANT, HLD UPGRADE TO 285 MGD CHLORINE CONTACT TANKS NO. 5 TO 9 (SIC 16) SOUTH DISTRICT WASTEWATER TREATMENT PLANT, HLD UPGRADE TO 285 MGD. EFFLUENT PUMP STATION (SIC 16) ΜS SS Š Š S N SOUTH MIAMI HEIGHTS WATER TREATMENT PLANT (SMIHWTP) RESERVOIR AND HIGH SERVICE PUMP STATION (SIC 16) SOUTH DISTRICT WASTEWATER TREATMENT PLANT SEPTAGE RECEIVING AND SOLDS PROCESS BUILDING (SIC 15) CONTRACT MAR-06-12 MAR-06-12 Change Order # Change Order# PROJECT # S-829 (A) S-817 (A) W-857(A) S-812 (A) S-805(A)

Indicates closed or expired contracts
 Disclaimer. Payments shown may not reflect current information

Friday, January 25, 2013

Pad

Page 1

-

Ver: 1

DBDR0210_E

\$11,364,490.00

I INIONO DAVA INIVINI

Department of Small Business Development

Firm History Report

From: 01/25/2008 To: 01/25/2013

From: U1/23/2008 | C FIRM NAME: POOLE & KENT COMPANY OF FLORIDA 1781 NW North River Dr Miami, FL 33125-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	DEPT. MEASURES	AWARD DATE	AWGUNT
	Total Change	Tol	Total Award Amount Total Change Orders Approved by BCC	\$201,010;018:31 \$61,670:00	
_				\$201,071,688:31	

* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

Friday, January 25, 2013

Page 2

DBDR0210_E

Ver: 1

Exit



Capital Improvements Information System Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	a Doto	Rater	Period	Rate
WS	S-812 (A)	CON	Poole & Kent Company of Florida	9/28/2009		Interim	<u>3.5</u>
ws	S-805 (A)	CON	Poole & Kent Company of Florida	9/29/2009	Mario Garcia	Interim	<u>3.3</u>
ws	S-816 (A)	CON	Poole & Kent Company of Florida	9/10/2009	Mario Garcia	Completion of construction	<u>4.0</u>
ws	S-805 (A)	CON	Poole & Kent Company of Florida	6/30/2010	Marlo Garcia	Interim	3.8
ws	S-829 (A)	CON	Poole & Kent Company of Florida	6/30/2010	Marlo Garcia	Interim	<u>3.4</u>
ws	S-817 (A)	CON	Poole & Kent Company of Florida	7/2/2010	Mario Garcia	Interim	3.6
ws	S-812 (A)	CON	Poole & Kent Company of Florida	7/2/2010	Mario Garcia	Interim	<u>3.6</u>
ws	S-829 (A)	CON	Poole & Kent Company of Florida	5/3/2011	Marlo Garcia	Interlm	<u>2.5</u>
ws	<u>S-805 (A)</u>	CON	Poole & Kent Company of Florlda	5/3/2011	Mario Garcia	Interim	<u>3.7</u>
WS	S-817 (A)	CON	Poole & Kent Company of Florida	5/12/2011	Mario Garcia	Interim	<u>3,7</u>
ws	S-812 (A)	CON	Poole & Kent Company of Florida	5/12/2011	Mario Garcia	Interim	<u>3.7</u>
ws	S-812 (A)	CON	Poole & Kent Company of Florida	8/23/2011	Mario Garcia	Project conclusion or closeout	<u>3.8</u>
ws	<u>S-817 (A)</u>	CON	Poole & Kent Company of Fiorida	8/23/2011	Marlo Garcia	Interim	<u>3.7</u>
ew	<u>S-805 (A)</u>	CON	Poole & Kent Company of Florida	8/23/2011	Mario Garcia	Interlm	<u>3.8</u>
ws	S-829 (A)	CON	Poole & Kent Company of Florida	8/23/2011	Mario Garcia	Interim	<u>3.0</u>
Ws	W-857 (A)	CON	Poole & Kent Company of Florida	10/7/2011	Robert Stebbins Jr.,	Interlm	<u>3.8</u>
WS	S-829 (A)	CON	Poole & Kent Company of Florida	1/31/2012	Marlo Garcia	Project conclusion or closeout	<u>3,0</u>
ws	S-805 (A)	CON	Poole & Kent Company of Florida	2/24/2012	Mario Garcia	Interim	<u>3.7</u>
WS	S-817 (A)	CON	Poole & Kent Company of Florida	10/1/2012	Mario Garcia	interim	<u>3.8</u>
WS	W-857 (A) WO: 1	CON	Poole & Kent Company of Florida	11/30/201	2 Robert Stebbins Jr.,	Project conclusion or closecut	<u>3.8</u>

Evaluation Count: 20 Contractors: 1 Average Evaluation: 3.6

Exit

COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

	•	
BĘI swom	FORE ME, A NOTARY PUBLIC, personally states:	appeared <u>Patrick H. Carr</u> who be (insert name of affiant
and bind	I am over 18 years of age, have person I am an owner, officer, director, principal I the bidder of this contract.	nal knowledge of the facts stated in this affide shareholder and/or I am otherwise authorized
ista	ale that the bidder of this contract:	
	contractor's proposal is genuine and not behalf of any person not therein named, an	idding in the competitive solicitation, and that is sham or collusive or made in the interest or dithat the contractor has not, directly or indirectly in a sham proposal, or any other person, fill that the proposer has not in any manner sout the transport of the proposer.
er Er	is related to the following parties who bid below:	in the solicitation which are identified and lis
cont com shal the subs princ inter the anot be f	mact award. In the event a recomment petitive solicitation its bid shall be presume to be ineligible for award unless that presume extent of ownership, control and managemential of such bids or proposals. Related cipals, corporate officers, and managers the second of	mit this executed affidavit shall be ineligible fied contractor identifies related parties in d to be collusive and the recommended contract parties in the preparation of evidence at ent of such related parties in the preparation parties shall mean bidders or proposers or preparation thereof which have a direct or indirect owners ame agreement or in which a parent companyoner have a direct or indirect ownership interest ment. Bids or proposals found to be collusive support the parent of the proposals found to be collusive support the parent of the parent o
By:	Signature of Afflant	Date
Pi	rick H. Carr, President & CEO	7 / 5 - 3 / 1 / 6 / 3 / 4 / 6 / 6 / Federal Employer Identification Number
Po	ole & Kent Company of Florida Printed Na	me of Firm
17	81 NW North River Drive, Mia	
	Address	

REQUEST FOR PRICE QUOTATION (RPQ)
Contract No: MCC 7360 Plan - CICC 7360-0/08
RPQ No: F0082

South Diatrict Waste Water Treatment Plant Screening System Improvements

COLLUSION AFFIDAVIT

CHRISTINE MENDEZ

AV COMMISSION / EE 213383

EXPIRES: October 31; 2016

REQUEST FOR PRICE QUOTATION (RPG)
Contract No: MCC 7360 Plan - CICC 7360-0/08

RPQ No: P0082

South Cletrict Waste Water Treatment Plant Screening System Improvements

SCREENING SYSTEM IMPROVEMENTS BID TABULATION Bld Dale: 1/15/2013 DAVID MANCINI & SONS, INC. Vendor Nunc→ Contact Information→ FOOL & KENT COMPANY OF FLORIDA Estipled Price tended Free For performing properatory work and operations in mobilizing for beginning the work of the Project, but excluding materials and permit costs, both of which are paid under other payment items, the eggregate sum of \$300,000,00 \$200,000,00 390,000.00 208,800.00 For furnishing and installing materials to reroute the existing 12-inch diameter filtrate line as shown on the plans including installation of a new 6-inch pump out connecton; cutting and repairing concrete; coordinating with Department forces; and pressure testing the (piping, the aggregate sum of, 265,000.0 \$265,000.0 \$40,000.0 10,000.00 For site preparation, excevation for the new Plant 1 Electrical building, site drainage, construction of new dry retention area, and disposed of uncultable backfill materials, complete, the aggregate sum of 135,000.00 \$135,000.0 100,000.00 \$100,000.00 For construction of the new Plant † Electrical Building syructures complete, the aggreagle sum of 800,000.00 5900.000.0 500,000.00 \$500,000.5 For furnishing and installing all materials and equipment for structural and mechanical modoficelions of the existing east and west grit chambers for Plant 1, complete, the aggregate sum of \$100,000.00 600,000.00 5600,000.0 400,000,00 For furnishing and Installing all materials and equipment for structural and mechanical modofications of the existing east and wast grit chambers for Plan 2. complete, the appreciate sum of \$640,000,00 430,000.00 \$430,000.00 640,000.00 For receiving, inspecting, handling, storing and installing MDWASD furnished fine screen equipment and washer/compactor at Plant 1, complete, the price 20,000.0 \$16,000.00 49,000.04 \$80,000,00 For receiving, inspecting, handling, storing and installing MDWASD furnished fine acreen equipment and washer/compactor at Plant 2, complete, the price 10,000.0 580,000,00 each of 29,600,00 \$10,000.00 For furnishing and instelling stainless steel grit chamber inlet butterfly valves in Plant 1, the price each of 125,000.00 \$250,000,00 50,600.00 \$100,000,00 For fundshing and installing stainless steel grit chamber inlet butterfly valves in Plant 2, the price each of \$100,000.00 125,000,00 \$250,000.00 10 For furnishing and installing electrical items and appurtenances for Plant 1 complete, the aggregate sum of \$600,000.0 \$700,000,00 600,000.0 700,000,00 For furnishing all electrical items and appurtenances for Plant 2 complete, the aggregate sum of 310,000.00 20.000,0182 600,000,00 \$600,000.00 For furnishing and installing all materials, instrumentation, control equipment, and providing integration services and coordination for the work at Plant 1, and for on-site startup and installation support for installation of a new control panel in the Plant 1 Electrical Building, the appregate sum of 15,000.00 \$15,000.0 15,000,00 \$15,000.00 For furnishing and installing all materials, instrumentation, control equipment, and providing integration services and coordination for the work at Plant 2, and for on-site startup support for instrumentation witing to existing RTU panel in the Plant 2 Electrical Room, the aggregate sum of 65,000.0 \$15,000.00 15,000.0 \$15,000.00 For fumishing and installing an outside air filtration system on the Plant 2 grit building electrical room existing HVAC unit, complete, the aggragate sum of 35,000,00 \$35,000.00 9,800.0 \$9,800,00 For testing and monitoring Arsenic and following limitations on reuse of soils generated by such excevation, the aggregate sum of 3,000.00 \$3,000.00 \$5,000.0 At existing east and wast grit chamber floors, walls and collings of Plant 1 and Plant 2, for parforming removal of axisting coalings and deteriorated concrete, concrete repairs to include patching spalled and deteriorated concrete, surface preparation, coaling using Epoxytec CPP up to and including 18° thickness, and two coals of Epoxytec Ureflox, the price per square foot of Square Feel (Con \$624,000.00 \$480,000.0 39.00 At existing grit facility bypass channel floors, walls and callings of Plant 1 and Plant 2, for performing removal of existing coatings and detarlorated concrete, concrete repais to include Patching spalled and detarlorated concrete, surface preparation, coating using Exoxyte CPP up to and including 1/18" dickness, and two coats of Epoxyteo Urollex, the price per square foot of \$135,000.00 Henr) At odsling east and west grit chamber floors, waits and collings of Plant 1 and Plant 2, for performing removal of existing coalings and deteriorated concrete, concrete reparts to include patching spalled and deteriorated concrete, surface preparation, coating using hing build floor-reinforced sower grade motar up to Square (el (Con ig t" thickness, and two costs of Epoxyteo Urollex, the price per 12.00 \$672,000,00 squere foot of \$480,000,00 At existing get facility bypass channel floors, walls and cellings of Plant 1 and Plant 2, for performing removal of existing coatings and deteriorated concrete, concrete repairs to include Paiching spalled and deteriorated concrete, surface preparation, coating using high build fiber reinforced sewer grade mortar up to and including 1" thickness, and two coats of Epoxyleo Urollex, the price per square foot of \$189,000.00 S135,000.00 42,00 For selling and delivering to MOWASD oil necessary material, equipment and supplies for the Project, excluding that furnished and Installed under Proposal from Nos. 2 through 20, the aggregate sum of \$103,000,00 300,000,00 \$300,000.00 103,606,00 For all other incurred in completing the Project, including installation of all materials, equipment and supplies furnished under item No. 21, excluding instellation of meterials, equipment and supplies furnished and installed under Proposal Ilems No. 2 through 20, the aggregate sum of 325,000,00 \$5,000.00 \$5,000.00 Sub-Total, Sum of Rena #1 - 22 For cost of required permits, fees, inspections, impact (see, if authorized by the Engineer, the sum of 3% of the Subtotel, item No. 23, (0.3)x(Subtotel, item No. \$146,550 \$192,339.0 Furnish and Install parts and materials for the repair of unknown conditions related to mechanical equipment inside of the Plant 1 and Plant 2 grit chambers and bypass channels including but not limited to grit collector systems, shallas, sprockets, buckets, chains and allochment links, gates, valves, etc., if eutherized by the Engkeer, the aggregate sum of \$200,000.0 \$200,000.80 Confingency allowance for unforseen conditions, minor construction changes & quantity adjustment \$641,138.0 \$7,444,769.0 (10% of Sub-Total) — Total, Sum of Hems 23, 24, 25 and 26—

RPQ # P0982 SOUTH DISTRICT WASTE WATER TREATMENT PLANT

MIAMI-DADE COUNTY, FLORIDA



Miami-Dade Water & Sewer Douglas Building 3071 SW 38 Ave. Miami, Fl. 33146

PRE BID / SITE VISIT SIGN IN SHEET

DATE: 12-12-12

BID NO. MCC360

RPQ NO.: P0082

Attendees:

		,		
Name:	Firm:	Phone:	Fax:	Email:
ANTONIO	TG OF BUILDERS, CORP	305-382-3392	305:383-8047	achallube comeastinet.
David Hopple			954 944 2040	hopgiong 973_2 unbellowthenet
Bob Source				SWRED 4046 @ Shezwin Co
Emilio JORD	CHAMPION PA	uting 716-871.	(435	emilio a champpainting com
			305.225.0947	immye 33030@ be //south net
			7863690466	soide @ sar machanical . com
Bill Boyle	BCL CONT	305-667-5517	305-667-5572	billebel construction, com
			305-325-1754	MARIOR EPK FLOMDA. COM
Vanel Street	Poste & lieux.	305-484-4889	305-325-0422	Dannys & Pyflorida.com
William Vanego	Poole & Kent	305-258-1731	305-258-1761	william v @ pK florida.com
STEPhonies May	re Dynalee	cic 7868862	650 954-624-00	s Smoore & Dyna if lo com
Janon Drassqia	ARC CONSTRUCT	m 305-663	0322	Januare O ABC construction · CC
Frady Barma	Ram Toch	305/259-7853	A STATE OF THE STA	flogiona promtech construction.com
Mayra Acim	Intercounty	M 954/972-9800	954-974-0042	MAQUIAR EINTELOWAY ENGINEERING. COM.
Marke Lavin	KAILASCONTEN	10 954.605-69	40, 205-922-004	JDAZ @ KALLAScontractors. com
			305-811-29156	Jason-margathelalsath.net
RICK PITCHMAN	MAY SOUTH CONS	305 891-0880	Jas 891-2556	MAKSOUTHEM @ AOL, COM
JAY NAMACZ	رار ا	7862957986		Jay Max DuthOBell South net
Wendy Romero	Edgewater Cords			wromero@edgewateres.com
JIM KALET	mas Kalel		954 241-9370	ible @ MDSG KERLEY.COM
David D. Fle	, ,	3632135272		Idi Ft a menuroleade - said

Issues Discussed:

Screens At Black Point

Attachment 24

Miami-Dade Water & Sewer Douglas Building 3071 SW 38 Ave. Miami, Fl. 33146



PRE BID / SITE VISIT SIGN IN SHEET

DATE: 12-12-12

BID NO. MCC360

RPQ NO.: P0082

Attendees:

Name:	Firm:	Phone:	Fax:	Email:
ISAAC SMITH	WASD	786.268.5155	786.248.5127	ismitore migmidule, gar
		786,268,5738		eandarys miam dade gov
BENI GARU		205-496-623		X112910 show prof. Cool
STEVE KONHEW		786-268-5760		SKRON @ MIGHT DADE, GOV
MARKITTAMOR		5684		mm-pam & misial dock & ou
Der-Ming KNO	WASD			Kunde miamidode gov
Retex & Alean	DASP INASP		186 200 514B	ofalva @miamedade, gov
JEFF PEARSO		352-213.4560		ipearson @ch2m.com
David Vagues		786-268-535/		dvazgol @ miami dada - gov
Humberto Codie		750-0235		HERE MIAMIDADE, GOV
Nelson Vital	Votal Enc.	305-412-600)	votalens @ asl com.
Kelly Disserve	S30/	305-375-3136	305-375-3760	Kely & EMJANG Sum. Sor
JACK PILVER	Anelican Election	305-253-5131	35-256-4603	J
Kernen Pards		11	ec	Kennya anerican electricimiami. con
MARIATO GALLA		305-7615470		myalieh @ CPAMAK DIVERS. COM
MIGUEL VELEZ		e.		m Uplia O SEMMEDINEIS. COM
		305-883-7601	305-883-1514	FCE52@Yahoo.com
JOSE OLIVEROS		3052182317		JOLIVEROS CAPCTE, COM
		(305/470-1905	(305) 470-1906	rgania@rgang.net/uperez@randgeng.com
Jose Parello	Southeastern Gra	305557 4226	301557 8568	co. sec @ comcast. net
Nick Forbes		954-445-6759	954-587-6653	MBrandao@cardinaleo.com

Rodrigo Wolff Contractors. 7962270229 LCRUZ@ legocc.com

Issues Discussed: Josh Hutchan Westerd Semer Stuckeral

Screens At Black Point

Attachment 24

Water and Sewer 3071 SW 38 Avenue Douglas Building Miami, Fl 33146



MIAMI-DADE COUNTY, FLORIDA REQUEST FOR PRICE QUOTATION (RPQ)

Contract No: MCC 7360 Plan - CICC 7360-0/08

RPQ No: P0082

RPQ BID FORM - ATTACHMENT 5A

Price Proposal (Cost to Perform the work in proposal)	nust be stated here. State	e 'No Bid' if not submitting a	price
		<u>j</u>	
Bidder's Company Name: Poole & Ke	ent Company of Fl	orida	
Company Address: 1781 NW North	River Drive		
City: Miami	State:	FL Zip: 33125	
Felephone No: 305-325-1930 Fax	(No: <u>305-325-958</u> 6	EMail: patc@pkflo	rida.
THE EXECUTION OF THIS FORM CONSTIT TO BE BOUND BY THE TERMS OF ITS PI WHERE INDICATED BELOW BY AN AUTH PROPOSAL NON-RESPONSIVE. THE COU ACCEPT ANY PROPOSAL THAT INC INEQUIVOCALLY BINDS THE PROPOSER	ROPOSAL FAILURE TO IORIZED REPRESENTA NTY MAY, HOWEVER, ELUDES AN EXECU	D SIGN THIS SOLICITATION TIVE SHALL RENDER THE IN ITS SOLE DISCRETION TED DOCUMENT WHICE)N 1E N,
Name of Person Submitting Quote (Print):	Patrick H. Carr,	President & CEO	
Number of Addendums received:4	(If none' write "	None")	
Signature:	Date:	1/15/13	

Note: Quotes must be submitted on this form. Quote envelope must state RPQ Number, date and time due and the Bidder's Name. Use of any other form for submission of the price quotation shall result in the rejection of the price quotation. Late bids will not be opened. Low bidder will be notified, in the Recommendation of Award, of the requirements to submit current copies of insurance certificates in accordance with the Contract Documents. By signature, the CONTRACTOR agrees to be bound by the

QUOTATION FORM

SOUTH DISTRICT WASTEWATER TREATMENT PLANT SCREENING SYSTEMS IMPROVEMENTS FOR PLANTS 1 & 2 Contract No. S-863

ER No. 048450

PCTS No. 10859

Dated January 15, 2013

Board of County Commissioners Miami-Dade County, Florida

Honorable Members:

The undersigned, as Contractor (herein used in the masculine singular, irrespective of actual gender and number) hereby declares that the only persons interested in this Quotation Form are named herein, that no other person has any interest in this Quotation Form or in the Contract to which this Quotation Form pertains, that this Quotation Form is made without connection or arrangement with any other person, and that this Quotation Form is in every respect fair, and is submitted in good faith and without collusion or fraud.

The Contractor further declares that he has satisfied himself fully relative to all matters and conditions with respect to the work to which this Quotation Form pertains.

The Contractor understands that the <u>Quote</u> for each and every item requiring a quote is the result of multiplying the <u>Estimated Quantity</u> times the <u>Unit Price</u> stated in words and figures. When the <u>Estimated Quantity</u> is an <u>Aggregate Sum</u>, the <u>Aggregate Sum</u> written in words shall be the same quantity as the <u>Total</u>.

The Contractor proposes and agrees, if this Quotation Form should be accepted, to execute all appropriate Contract Documents for the purpose of establishing a formal contractual relationship between him and Miami-Dade County, Florida.

QUOTATION FOR SOUTH DISTRICT WASTEWATER TREATMENT PLANT SCREENING SYSTEMS IMPROVEMENTS FOR PLANTS 1 & 2 EMS IMPROVENIENT. CONTRACT No. S-863 PCTS No. 10859

ER No. 048450

item No. 4.	Estimated Quantity Aggregate Sum	Description For construction of the new Plant 1 Electrical Building structures complete, the aggregate sum of	Total
		FINE HUNDRED THOUSAND Dollars and	
		Cents	\$ 500,000
5,	Aggregate Sum	For furnishing and installing all materials and equipment for structural and mechanical modifications of the existing east and west grit chambers for Plant 1, complete, the aggregate sum of	
		FOUR HUNDRED THOUSAND Dollars and	
		7ER & Cents	\$ 400,000
6.	Aggregate Sum	For furnishing and installing all materials and equipment for structural and mechanical modifications of the existing east and west grit chambers for Plant 2, complete, the aggregate sum of	•
		FOUR HUNDRED THIRTY THOUSAND Dollars and	
		2620 Cents	\$ 430,000
7.	2 Each	For receiving, inspecting, handling, storing and installing MDWASD furnished fine screen equipment and washer/compactors at Plant 1, complete, the price each of	
		TWENTY THOUSAND Dollars and	·
		25Ro Cents (\$ 20,060) Unit Price	\$ 40,000
٠.			
	::		

Page 1B of 8

S-863

QUOTATION FOR SOUTH DISTRICT WASTEWATER TREATMENT PLANT SCREENING SYSTEMS IMPROVEMENTS FOR PLANTS 1 & 2 CONTRACT No. S-863

ER No. 048450

PCTS No. 10859

		· · · · · · · · · · · · · · · · · · ·	
<u>Item</u> No. 13.	<u>Estimated</u> <u>Quantity</u> Aggregate Sum	Description For furnishing and installing all materials, instrumentation, control equipment, and providing integration services and coordination for the work at Plant 1, and for on-site startup and installation support for installation of a new control panel in the Plant 1 Electrical Building, the aggregate sum of	;
		THIEST TUOUS AND Dollars and	
	:	THIEST THOUSAND Dollars and	¢ /5 ***
14,	Aggregate Şum.	For furnishing and installing all materials, instrumentation, control equipment, and providing integration services and coordination for the work at Plant 2, and for on-site startup support for instrumentation wiring to existing RTU panel in the Plant 2 Electrical Room, the aggregate sum of	\$ <u>/5,000</u>
		FIFTERS THOUSAND Dollars and	
			m 1m
		Zerko Cents	\$ 15,000
15.	Aggregate Sum	For furnishing and installing an outside air filtration system on the Plant 2 grit building electrical room existing HVAC unit, complete, the aggregate sum of	,
	·	THIRTY FINE THOUSAND Dollars and	
	:	THRITY FINE THOUSAND Dollars and 25R0 Cents	" ···
,		Cents	\$ 35,000
16.	Aggregate Sum	For testing and monitoring Arsenic and following limitations on reuse of soils generated by such excavation, the aggregate sum of	
	•	FINO THOUSAND Dollars and	
		26726 Cents	\$ 5000
	•		

Page 1D of 8

· \$-863

QUOTATION FOR SOUTH DISTRICT WASTEWATER TREATMENT PLANT SCREENING SYSTEMS IMPROVEMENTS FOR PLANTS 1 & 2 CONTRACT No. S-863

ER No. 048450

PCTS No. 10859

item	<u>Estimated</u>			•
No. 20.	Quantity 4,500 Square Feet (Contingent Item)	Description At existing grit facility bypass channel floors, walls and cellings of Plant 1 and Plant 2, for performing removal of existing coatings and deteriorated concrete, concrete repairs to include patching spalled and deteriorated concrete, surface preparation, coating using high build fiber reinforced sewer grade mortar up to and including 1" thickness, and two coats of Epoxytec Uroflex, the price per square foot of		<u>Total</u>
		THIRTY Dollars and		
		THRTY Dollars and 26720 Cents (\$ 30 %) Unit Price	\$_	135,000
21.	Aggregate Sum	For selling and delivering to MDWASD all necessary material, equipment and supplies for the Project, excluding that furnished and installed under Proposal Item Nos. 2 through 20, the aggregate sum of		
		THEE HUNDLED THOUTHUD Dollars and		
4		Zello Cents	\$_	300,000
22 ,	Aggregate Sum	For all other costs incurred in completing the Project, including installation of all materials, equipment and supplies furnished under Item No. 21, excluding installation of materials, equipment and supplies furnished and installed under Proposal Items No. 2 through 20, the aggregate sum of		
		THREE HUNDLED TWANTY FIVE THOUTHUND DONARS AND		
	•	Zano Cents	\$	325,000
23.	SUBTOTAL	The total of Items No. 1 thru 22, the sum of	\$	4,885,000
				:
3-863		Page 1F of 8	BID	SET :

. ::

BID SET

SOUTH DISTRICT WASTEWATER TREATMENT PLANT SCREENING SYSTEMS IMPROVEMENTS FOR PLANTS 1 & 2 CONTRACT No. S-863 PCTS No. 10859

•;

MOISON TO THE COSTS OF THE COSTS OF THE COSTS TO THE SMILLINGUES OF THE COSTS TO THE			nici iudiulica ula cosis lo	ne summarized below:
Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A. SLOPING	77	150	a h	600
:				
coi .				**************************************
ú				
,		Control of the Contro		The state of the s
Q	: ;			
MANAGEMENT AND THE CONTRACT OF	, and a second s		Anthronous department in the contract of the c	
		TOTAL \$	ŠÎ	
				APPROXIMATION OF THE PROPERTY

S-863

Page 11 of 8

QUOTATION

coordinate related piping, connections, locations of drains, screen flushing water, electrical connections, and other associated items. Exact dimensions shall be provided by Shop Drawings and field coordination with the Engineer. All dimensions and locations of fine plate screens and associated equipment shall be adjusted based on approved equipment layout.

Layout the new Electrical Building together with underground utility lines.

Submit, correct/revise shop drawings for 12-inch filtrate line relocation/demolition at Plant 1 grit facility. Construct new filtrate line at the location of the new Plant 1 Electrical Building and demolish existing portion of line. The filtrate line must be relocated, tested and placed in service, and existing components demolished prior to construction of the new Plant 1 Electrical Building. The new line must be constructed to the points of tie in prior to taking the existing line out of service and the outage for both tie ins shall be performed simultaneously by two crews and take no longer than four (4) days. Thereafter, removal and legal disposal of the existing lines shall follow immediately.

Submit and correct to the approval and satisfaction of the Engineer, all Submittal Data and Shop Drawings for all long lead material and equipment items which, in the opinion of the Engineer, need immediate submission for coordination, limely fabrication and/or delivery.

Apply for and obtain all necessary and required Building Department Permits and other Permits as required or necessary to complete the work.

Perform and complete any and all work, specifically as instructed or permitted to be performed by the Engineer, in writing and that will be finished within the Milestone Period.

The completion time for all work required and the specific requirements outlined in Milestone 1, including mobilization, permits, submittals and the Engineers approval of the Contractors cost loaded, base line construction schedule and schedule of values shall not exceed forty-five (45) Consecutive Calendar Days after the Notice to Proceed (NTP) date.

b) Milestone 2, Construction, Testing and Placing into Service Plant 2 Modifications Plant 2 construction shall not commence until all activities identified for Milestone 1 are complete and have been accepted by the Engineer.

The Contractor shall complete all work and construction activities necessary and/or required to install two (2) of the MDWASD-furnished perforated plate fine screens at

Page 3 of 8

QUOTATION

shall include, but not be limited to all demolition, structural work, grit chamber modifications and new influent channel construction, installation of all equipment, piping, electrical work, civil, and site work, instrumentation, instruction of Owner's Operation and Maintenance Personnel and placing the Plant 1 screening systems in beneficial use for the Owner. Included in this milestone is the construction of a new Electrical Building at Plant 1 as required by the Contract Documents. Contractor shall perform all work indicated in the Contract Documents pertaining to the installation of a new Fire Alarm system for Plant 1 to be integrated with plant wide fire alarm system, Site Civil and Stormwater modifications at Plant 1 shall include, but not be limited to site work, paving, electrical duct banks and conduits throughout the site. Control system modifications shall include, but not to be limited to installation of a MDWASD-furnished control panel (RTU) in Plant 1 new Electrical Building, installation of OWNER and contractor furnished instrumentation, furnish and install all wiring, conduits and cabling for two (2) new MDWASD-furnished perforated plate fine screens including washer/compactors and for existing equipment located in Plant 1 East and West Grit Chambers, and replacement of existing lighting in the Plant 1 bar screen room.

The Contractor shall provide Operation and Maintenance Manuals and training for the equipment provided under this milestone (except for MDWASD-furnished screening equipment) and assist the Owner's Operation and Maintenance Personnel in starting up all equipment and screening systems for the Owner's beneficial use. The Contractor shall provide assistance and services of the equipment manufacturers' representatives for each type of major equipment to assist in the start up and commissioning of all process equipment and systems. The duration of each start up activity shall be five (5) work days for starting up the new perforated plate fine screens, washer/compactors (one for each grit chamber) and all associated equipment. Contractor shall perform/coordinate all testing and startup activities.

All work at Plant 2 shall be completed to the satisfaction of the Engineer prior to performing any work on the existing Plant 1 grit facility. The Plant 1 grit facility must remain in full operation until all work activities on Plant 2 have been completed, tested and accepted by the Engineer. Limited work that does not impact operation of the Plant 1 grit facility, to include site grading and drainage modifications and construction of the new Plant 1 Electrical Building, may be initiated prior to completion of the Plant 2 work as described in Section 01120, SEQUENCE OF CONSTRUCTION.

The Contractor shall call for and obtain all necessary Building Department inspections to obtain a Certificate of Occupancy for the new Electrical Building and Plant 1 Grit facility from the Miami-Dade County Building Department.

Page 5 of 8

QUOTATION

comply with the minimum wages and other provisions.

The list of parties interested in this Quotation, the list of equipment, references, and financial statement are to be furnished to assist the County in making the award of the Contract and they shall be true and correct.

FAIR WAGE AFFIDAVIT

Before me, the undersigned authority appeared Patrick H. Carr
(print name), the President & CEO (print title) of Poole & Kent
Company of Florida (print name of Bidder or Proposer), who attests
that Poole & Kent Company of Florida (print name of bidder or proposer)
shall pay workers on the project minimum wages rates in accordance with
Section 2-11.16 of the Miami-Dade County Code, and the Labor Provisions of the
contract documents.
STATE OF FLORIDA) SS COUNTY OF DADE)
The aforegoing instrument was acknowledged before me this15th day of
January , 20 13,on behalf of
Patrick H. Carr, President & CEO , who is personally known to
me or has produced, as identification and
who I 1 did I XI did not take an oath.

Document A310 TM - 2010

Conforms with The American Institute of Architecis AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Poole & Kent Company of Florida 1781 N. W. North River Drive

Miaml, FL 33125

OWNER:

(Name, legal status and address) Miami-Dade Water and Sewer 3071 S.W. 38th Avenue, Douglas Building

Miaml, FL 33146

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183-6014 **Mailing Address for Notices**

One Tower Square

Hartford, CT 06183-6014

This document has important legal consequences, Consultation with an attorney is encouraged with respect to its completion or modification,

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$

5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

South District Wastewater Treatment Plant Screening Systems Improvements for Plants 1 & 2, Contract No. S-863

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereoff or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surely hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Band has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal regultement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated berein. When so Annished, the intent is that this Bond shall be construed as a statutory band and not as a common law band.

Signed and sealed this

10th

day of January, 2013

Poole & Kent Company of Florida

(Principal)

(Seal)

President & CEO

(Surely)

Travelers Casualty and Surety Company of America

(Seul)

(Title) Rita Sagistano 0

Attorney-in-Fact

Non Resident License #P026098

S-0054/AS 8/10

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

225023

Certificate No.

005208230

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Thomas Bean, Rita Sagistano, Gerard S. Macholz, Susan Lupski, Robert T. Pearson, Camille Maitland, George O. Brewster, Colette R. Chisholm, Virginia M. Lovett, and Vincent A. Walsh

of the City of each in their separa other writings obli- contracts and execu	ite capacity if m gatory in the na	ore than one is nan ture thereof on beh	ned above, to sign naif of the Compa	, execute, seal and o nies in their busine	icknowledge any as of guaranteel	and all bonds, recong ng the fidelity of p	ognizances, conditi ersons, guaranteel	ul Attorney(s)-in-Fact, ional undertakings and ag the performance of
in witness we	• -				ib.			25th
day of Septem	ber	2012		ives on digital and	,	200 PA AA 1127212 2112	,,,,	
		Farmington Casu Fidelity and Guar Fidelity and Guar St. Paul Fire and St. Paul Guardian	ranty Insurance ranty Insurance Marine Insuranc	Underwriters, Inc. se Company	Tra Tra	Paul Mercury Ins avelers Casualty a avelers Cásualty a ited States Fidelit	nd Surety Compa nd Surety Compa	ny ny of America
1511	1977)	MICHOPOMITO B		SEALS	Heaville SEAL	HARTFORD, S		WATER DE LES CONTROL
State of Connecticu	••				Ву:	Robert L. Rane	y, Senior Vice Presid	ent
Fire and Marine Ins	President of Fam surance Company v Company of A	y, St. Paul Guardia merica, and United	ompany, Fidelity n Insurance Comj l States Fidelity a	and Guaranty Insui pany, St. Paul Merc nd Guaranty Comp	ance Company, I ury Insurance Co any, and that he	riceiny and Guarar ompany, Travelers (, as such, being aut	ity misurance Once Casualty and Suret	nowledged himself to rwriters, Inc., St. Paul y Company, Travelers xecuted the foregoing
In Witness Where My Commission ex			olal seal.	TETRE DTAR ALL TUBLIO A	<u> </u>	Man	iu C. J arie C. Teireault, Not	itheault ary Public

58440-8-12 Printed in U.S.A.

Water and Sewer 3071 SW 38 Avenue Douglas Building Miami FI 33146



MIAMI-DADE COUNTY, FLORIDA REQUEST FOR PRICE QUOTATION (RPQ) Gontract No: MCC 7360 Plan - CICC 7360-0/08

RPQ No: P0082

RPQ ADDENDUM

(Atlachment 9)

Addendum No;

RPQ No:

W\$ 7360; P0082

Project No:

PCTS 10859

Project Location: 8950 SW 232 St

Site Meeting Date: 12/12/2012

Project Duration: 565 Days

12/18/2012 1/12/2013

Bld Due Date Project Title

Date

South District Waste Water Treatment Plant Screening System

Improvements

Project Manager

Site Meeting Time: 10:00 AM

01. Bid Due Date has been extended until January 12th, 2013.

02. Attached please find 44 pages.

All else remains the same. This document must be signed and returned as part of your RPQ response. Failure to return this document algred may result in your RPQ Response being rejected as non-responsive.

Name of Contractor: Poole & Kent Company of Florida

Name of Individual Authorized to Sign: Patrick H. Carr

Title: President & CEO

Signature:

Date: January 15, 2013 Water and Sewer 3071 SW 38 Avenue Douglas Building Miami FI 33146

Signature:

Date: January 15, 2013



MIAMI-DADE COUNTY, FLORIDA REQUEST FOR PRICE QUOTATION (RPQ) Contract No: MCC 7360 Plan - CICC 7360-0/08

RPQ No: P0082

RPQ ADDENDUM

(Attachment 9)

Addendum No: RPQ No: Project No:	3 WS 7360: P0082 PCTS 10859	Date Bid Due Date Project Tille	12/20/2012 1/16/2013 South District Waste Water Treatment Plant Screening System Improvements
Project Location: Site Meeting Date: Project Duration:	12/12/2012	Project Manager Site Meeting Time:	
01. Attached find 4	pages.		
All else remains the document signed r	e same, This documen nay result in your RPQ	t must be signed and ret Response being rejecte	urned as part of your RPQ response. Failure to return this d as non-responsive.
Name of Contracto	r: Poole & Ke	nt Company o	f Florida
Name of Individual	Authorized to Sign:E	atrick H. Ca	rr
Title: Preside		•	,



Section 01010 - Summary of Work 1.02 Qualifications

> Project Experience and Past Performance:

Installation of Process Equipment in Headworks of Operating Municipal WWTP, including FOG Facilities (Minimum of 5 Projects)	V
Completed within 8 Years or 50% Currently Complete	✓
Installations in Retrofitting Preliminary Treatment Equipment in Operating WWTP without taking the facility out of service (Minimum of 2 Projects)	. 🗸
Construction Cost at least \$5M in Value	√

1. South District WWTP Septage Receiving and Solids Process Building, Contract S-829

Project Description: Construction of 60,000 square foot multi-level concrete block building to house the septage receiving and biosolids processing equipment. Installation of process equipment housed within the building includes two coarse raw water influent bar screens, four fine bar screens, two spiral screw conveyors, two grit classifiers, and a two-ton traveling bridge crane; cast-in-place concrete receiving channel trough structures for the septage/liquid waste receiving area, including seven stop/slide gates, two 30 horsepower overflow pumps, two grit pumps, and two sludge pumps; two 50,000 gallon reinforced concrete fats, oil, and grease floating tanks equipped with two 72" x 36" weir gates and three 18" x 12" sluice gates; an odor-control system consisting of three 60-horsepower blowers for collection of gases, three off-gas scrubbers, and caustic soda (NaOCl) chemical storage and feed systems for the scrubbers; two truck scales with truck wash down; extensive yard piping improvements, demolition of existing structures and site work associated with the new facility, all associated instrumentation and controls.

Original Contract Duration: 615 Days Actual Contract Duration: 614 Days Original Contract Value: \$11,364,490 Final Contract Value: \$10,745,609

Change Orders: Value engineering to provide cost savings to County.

Contact: John Chorlog, Director of Capital Priority Projects | Phone: 786-268-5776

2. Southwest Water Reclamation Facility Expansion Upgrades

<u>Project Description:</u> Installation of new mechanical bar screens and screenings wash-presses at the existing headworks building; installation of a new grit removal system consisting of grit chambers, grit pumps, grit separation, and dewatering equipment; construction of a new biological odor control system for the plant headworks and grit removal system; construction of 3 new aeration basins with integral flow splitting box, floating mixers, blowers, air diffuser system, sludge pumping, and scum removal system; construction of 3 new secondary clarifiers with return activated sludge (RAS), waste activated sludge (WAS), and scum pump systems;

January 15, 2013 Page 1 of 3

Original Contract Duration: 395 Days Anticipated Contract Duration: 395 Days Original Contract Value: \$1,623,000

Estimated Final Contract Value: \$1,623,000

Change Orders: N/A

Contact: Diane Rivera | Phone: 561-493-6117

6. Pump Station No. 1 Screening and Miscellaneous Improvements

<u>Project Description</u>: This multi-phased project consisted of refurbishment of junction chambers; continuous bypass pumping including bypass piping, pumps, and standby operators; installation of four new 7' x 9' stop gates and two new 7' x 6' sluice gates; installation of new bar screens, controls, and discharge chutes in an existing operational facility; installation of new odor controls ystem including ductwork, blowers, pumps, tanks, and scrubbers; and extensive demolition.

Original Contract Duration: 30 Months Anticipated Contract Duration: 42 Months

Original Contract Value: \$3,085,000

Estimated Final Contract Value: \$3,347,641.47

Change Orders: Design enhancements added by the County.

Contact: Mario Garcia, Construction Manager III | Phone: 786-295-4103

- > P&K has vast experience in directing/managing specialty contractors including structural, electrical, and instrumentation at large wastewater treatment facilities.
- All projects referenced contact screen/compacting equipment components.
- P&K employees are trained and familiar with working in confined space and hazardous areas.
- Our bonding capacity is as follows: \$100,000,000 single project / \$250,000,000 aggregate
- Poole & Kent Company of Florida is a fully licensed general, mechanical, plumbing, electrical, site utility and pollutant storage contractor, see attached licenses.



CURRENT LICENSES

Expiration date: August 31, 2014

AC# 6173563

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
SEQ#L12062500639

DATE BAICH NUMBER LICENSE NBR

06/25/2012 L18211121 CGC061808

The GENERAL CONTRACTOR
Named below 18 CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

STRICKLAND, DAVID ALAN
POOLE & KENT COMPANY OF FLORIDA
1781 NW NORTH RIVER DRIVE
MIAMI

RICK SCOTT
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

AC# 6173575

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROBESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
SEQ#L12062500651

DATE BAICH NUMBER LICENSE NEW

06/25/2012 118211121 CMC057192

The MECHANICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2014

STRICKLAND, DAVID ALAN
POOLE & KENT COMPANY OF FLORIDA
1781 NW NORTH RIVER DRIVE
MIAMI FL 33125

RICK SCOTT
GOVERNOR

DISPLAY AS REQUIRED BY LAW

RICK SCOTT

RICK SCOTT

RICK SCOTT

OUT BUSINESS AND PROBESSIONAL REGULATION
BECRETARY

AC#6173493

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONED REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
SEQ#112062500569

DATE BAICHNUMBER DICENSE NBR

06/25/2012 118217121 CFC057180

The Plumeing Contractor
Named below is Certified
Under the provisions of Chapter 859.FS
Expiration date: Aug 31, 2014

STRICKLAND DAVID ALAN
POOLE & KENT COMPANY OF FLORIDA
1781 NW NORTH RIVER DRIVE
MIAMI

RICK SCOTT
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

CORPORATE DATA SHEET

Name: Poole & Kent Company of Florida

State of Incorporation: Delaware

Date of Incorporation: June 21, 2004

Federal I. D. Number: 75-3163466

Florida Document No. F04000003751

Stock: 1,000 shares \$.01 par value

Stockholder: MES Holdings Corporation

Qualified in the following states:

Florida

July 1, 2004

DIRECTORS

R. Kevin Matz

OFFICERS

Patrick H. Carr President/Treasurer/Chief Executive Officer (authority

resolution)

Richard Harrington Chief Financial Officer

Brian D. MacClugage Executive Vice President (authority resolution)

Charles K. Neese Vice President/Asst. Secretary

David Strickland Senior Vice President/Asst. Secretary (authority

resolution)

Stephen Polk Vice President
R. Kevin Matz Vice President
Mark M. Porto Secretary

Frank Donelan Asst. Secretary

EXHIBIT A

RESOLVED, that Patrick H. Carr the duly elected President and Chief Executive Officer, David A. Strickland the duly elected Senior Vice President and Assistant Secretary and Charles K. Neese, the duly elected Vice President and Assistant Secretary of the Company, be and each hereby are, authorized, empowered and directed to execute and submit a bid for the South District Waste Water Treatment Plant Screening Systems for Improvements for Plants 1 and 2, Contract No. S-863 together with contracts and such other instruments in writing as may be necessary on behalf of the said Corporation; and that such documents shall be binding upon the corporation as its own acts and deeds.



Peofe & Kent Company of Florida 1781 N.W. North River Drive Mlami, FL 33125 P.O. Box 420556 Miami, FL 33242

Phone: 305.325.1930 Fax: 305.324.0522

Credit Information

Poole & Kent Company of Florida is a wholly owned subsidiary of EMCOR Group, Inc., a publicly traded company on the New York Stock Exchange.

Type of Business: General Contractors

Our Business is a Corporation.

Federal ID# 75-3163466

Names of Officers:

Patrick H. Carr

President / Chief Executive Officer

Richard Harrington Chief Financial Officer

Bank References:

JP Morgan Chase

Contact: Michelle J. Hollings (212) 622-2846 Acct. # 000000085072023

Trade References:

American Ductile Iron Pipe

P.O. Box 2727

Birmingham, AL 35202

(205) 325-7701

Diversified Fluid Controls Lehman Pipe & Plumbing

5401 N.W. 10th Terrace

Ft. Lauderdale, FL 33309

(954) 492-1166

230 N.W. 29th Street

Miami, FL 33127 (305) 576-3054

Special Instructions:

All invoices must have a purchase order number or a job number.

City of Melbourne Harold Nantz, P.E., Asst. Utilities Director 2885 Harper Road Melbourne, FL 32904 (321) 674-5761 – Phone

City of Cocoa, Florida Everett J. Wegerif, P.E., Public Works Director 155 N. Wilson Avenue Cocoa, Fiorida 32922 (321) 433-8770 – Phone

City of Sunrise, Florida Tim Welch, Acting Director of Utilities 777 Sawgrass Corporate Parkway Sunrise, FL 33325 (954) 888-6055 – Phone (954) 846-7404 – Fax Department of Veteran Administration David E. Gesser, Engineering Operations Supervisor 7305 N. Military Trail West Palm Beach, FL 33146 (561) 422-6665 – Phone (561) 422-8742 – Fax

Department of Veteran Administration James P. Griffin, Chief Maintenance & Repair 7305 N. Military Trail West Palm Beach, FL 33146 (561) 422-6665 – Phone (561) 422-6671 – Fax

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

EMCOR Group, Inc. and Subsidiaries CONSOLIDATED BALANCE SHEETS (In thousands, except share and per share data)

	Decemi	December 31,	
	2011	2010	
ASSETS		•	
Current assets: Cash and cash equivalents Accounts receivable, less allowance for doubtful accounts of \$16,685 and \$17,287, respectively Costs and estimated earnings in excess of billings on uncompleted contracts Inventories Prepaid expenses and other	1,187,832 114,836 44,914	710,836 1,090,927 88,253 32,778 57,373	
Total current assets Investments, notes and other long-term receivables Property, plant and equipment, net Goodwill Identifiable intangible assets, net Other assets	5,618 101,663 566,805 370,373 32,964	1,980,167 6,211 88,615 406,804 245,089 28,656	
Total assets	. <u>\$ 3,014,076</u> <u>\$</u>	2,755,542	
LIABILITIES AND EQUITY			
Current liabilities: Borrowings under revolving credit facility Current maturities of long-term debt and capital lease obligations Accounts payable Billings in excess of costs and estimated earnings on uncompleted contracts Accrued payroll and benefits Other accrued expenses and liabilities Total current liabilities Borrowings under revolving credit facility Long-term debt and capital lease obligations Other long-term obligations	. 1,522 . 477,801 . 441,695 . 204,785 . 205,110 . 1,330,913 . 150,000 . 3,335 . 284,697	489 416,715 456,690 192,407 166,398 1,232,699 150,000 1,184 208,814	
Total liabilities Equity: EMCOR Group, Inc., stockholders' equity: Preferred stock, \$0.01 par value, 1,000,000 shares authorized, zero issued and outstanding Common stock, \$0.01 par value, 200,000,000 shares authorized, 68,125,437 and 68,954,426 shares issued, respectively Capital surplus Accumulated other comprehensive loss Retained earnings Treasury stock, at cost 1,681,037 and 2,293,875 shares, respectively Total EMCOR Group, Inc. stockholders' equity Noncontrolling interests Total equity	681 417,136 (78,649) 910,042 (14,476) 1,234,734 10,397 1,245,131	1,592,697 690 427,613 (42,411) 782,576 (15,525) 1,152,943 9,902 1,162,845	
Total liabilities and equity	\$ 3,014,076 \$	2,755,542	
· ·			

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF CASH FLOWS For The Years Ended December 31, (In thousands)

and the second of the second o			
그 사람들은 사람들이 되었다. 그 사람들은 사람들은 사람들은 사람들이 되었다.	2011	2010	2009
Count flows from converting activities			
Cash flows from operating activities: Net income (loss) including noncontrolling interests	¢ 122.671 ((82,684)\$	142.077
Adjustments to reconcile net income (loss) to net cash provided by operating activities:	ф 133,071 c	(02,004)4	103,077
Depreciation and amortization	27,426	25,498	26,768
Amortization of identifiable intangible assets	26,350	16,417	18,977
Provision for (recovery of) doubtful accounts	2,238	(5,126)	
Professor to (tecovery of) doubtliff accounts	8,826	(15,390)	7,178 2,922
Deferred income taxes	(9,127)	(13,390)	4,944
Gain on sale of equity investments	(9,127)	/12 / 00)	_
Loss on sale of property, plant and equipment	592	(12,409) 127	387
Excess tax benefits from share-based compensation	(3,619)	(1,474)	(2,203)
Equity income from unconsolidated entities	(1,301)	(843)	(2,706)
Non-cash expense for amortization of debt issuance costs	2,438	2,703	1,530
Non-cash income from contingent consideration arrangements	(2,772)	(394)	(304)
Non-cash expense for impairment of goodwill and identifiable intangible assets	3,795	246.081	13,526
Non-cash compensation expense	5,447	5,742	7,454
Supplemental defined benefit plan contribution	Paris 1	(25,916)	7,707
Distributions from unconsolidated entitles	606	958	6,177
	000	700	Opt 11
Changes in operating assets and liabilities, excluding effect of businesses acquired:			
(Increase) decrease in accounts receivable	(75,529)	(8,342)	354,206
(increase) decrease in inventories	(10,549)	2,118	20,135
(Increase) decrease in costs and estimated earnings in excess of billings on uncompleted contracts	(33,816)	8,757	18,472
Increase (decrease) in accounts payable	34,727	16,992	(135,107)
Decrease in billings in excess of costs and estimated earnings on uncompleted contracts	(16,278)	(73,714)	(87,645)
Increase (decrease) in accrued payroll and benefits and other accrued expenses and liabilities	49,608	(42,639)	(19,014)
Changes in other assets and liabilities, net	6,692	13,065	(33,058)
Net cash provided by operating activities	149,425	69,527	360,772
Cash flows from investing activities:			
	(301,306)	(39,902)	(21,686)
Proceeds from sale of discontinued operation, net of cash sold	26,627	(37)704)	(21,000)
Proceeds from sale of equity investments	20,021	25,570	
Proceeds from sale of property, plant and equipment	1,409	1.032	1,215
Purchase of property, plant and equipment	(29,581)	(19,359)	(24,100)
Purchases of short-term investments with original maturities greater than 90 days	(17.639)	(15,055)	(# 11100)
Investment in and advances to unconsolidated entities and joint ventures	(28)	(65)	(8,000)
	(320,518)	(32,724)	
· ,	(320,310)	(32,124)	(52,571)
Cash flows from financing activities:			
Proceeds from revolving credit facility	_	153,000	_
Repayments of revolving credit facility		(3,000)	~~
Repayments of long-term debt and debt issuance costs		(200,828)	(3,041)
Repayments of capital lease obligations Dividends paid to stockholders	(1,095)	(430)	(1,085)
Dayworking of appropriate	(3,336) (27,523)	*	-
Repurchase of common stock Proceeds from exercise of stock options	5,608	2,818	2,801
Shares tendered to satisfy minimum tax withholding	(1,256)	(875)	(1,660)
Issuance of common stock under employee stock purchase plan	2,310	2,305	2,165
Payment for contingent consideration arrangement	(1,118)	24000	£1100
Distributions to noncontrolling interests	(2,350)	(2,500)	(1,350)
Excess tax benefits from share-based compensation	3,619	1,474	2,203
Net cash (used in) provided by financing activities	(29,288)	(48,036)	33
Effect of exchange rate changes on cash and cash equivalents	867 .	(4,906)	12,872
	(199.514)		321,106
Cash and cash equivalents at beginning of year			105,869
Cash and cash equivalents at end of year	511,322 \$	710,836 \$	726,975

The accompanying notes to consolidated financial statements are an integral part of these statements.

Meadowlands Fire Protection Secaucus, NJ

EMCOR Services New England Mechanical (NEMSI) Vernon, CI

EMCOR Services New York/New Jersey Astoria, NY Pompton Plains, NJ

EMCOR Services Northeast Stoughton, MA

Penguin Air Conditioning Brooklyn, NY

S.A. Comunale Attantic City, NJ

Tucker Mechanical Meriden, CT

Wetsbach Electric College Point, NY

Welsbach Electric of L.I. Plainview, NY

Bahnson------Winston-Salem, NC

EMCOR Services Combustioneer Rockville, MD

ConCor Networks Baltimore, MD

Dynalectric Company Dulles, VA

EMCOR Services Fluidics Philadelphia, PA

Intermech Winston-Salem, NC

Poole & Kent Construction Services, division of The Poole and Kent Corporation Rockville, MD The Poole and Kent Corporation Ballmore, MD

R.S. Harritan & Company, division of Informech Richmond, VA

S.A. Comunale Washington, DC Polladelphia, PA

EMCOR Services Scalise Industries Lawrence, PA

USM, Inc. Norristown, PA

SOUTH SASE

EMCOR Services Aircond Smyrna, GA

Dynatectric Companies Miramai, FL Norcross, GA Harry Pepper & Associates Jacksonville, FL

Lowrie Electric Barllett, TN

LT Mechanical Charlotte, NC

EMCOR Services MSI-Mechanical Services

Orlando FE PPM

Society Hill, SC

Poole & Kent Company of Florida Miami, FL

Southern Industrial Constructors Baleiga, NC

EMCOR Services Walker-J-Walker Memphis TN EMCOR Group (UK) plc Barnsley

Birminghom Bristol

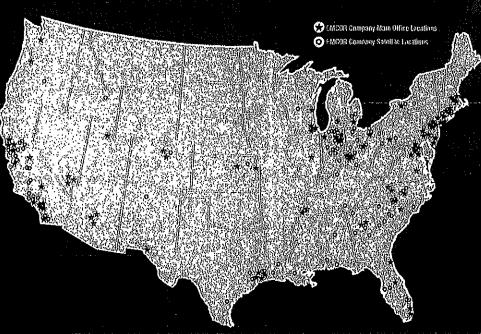
Bury St. Edminids

Eastleigh Hatfield

Kew Leads

London Manchester Sunderland

As of April 2012



With an operations network of _____ strategically positioned throughout _____ EMCOR's reach is quite broad – but our industry expertise and execution remain solidly local.

FRORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS

supply 1

.....

Contact Us

.....

Document Searches

Forms

Help

Previous on List

Next on List

Return To List

E-Filing Services

Entity Name Search

No Events

Home

No Name History

Submit

Detail by Entity Name

Foreign Profit Corporation

POOLE & KENT COMPANY OF FLORIDA

This detail screen does not contain information about the 2013 Annual Report.

Click here to determine if a 2013 Annual Report has been filed.

Filing Information

Document Number F04000003751

FEI/EIN Number

753163466

Date Filed

07/01/2004

State

DE

Status

ACTIVE

Principal Address

1781 N.W. NORTH RIVER DRIVE MIAMI FL 33126

Mailing Address

C/O EMCOR GROUP, INC., 301 MERRITT SEVEN 6TH FLOOR NORWALK CT 06861

Changed 06/30/2005

Registered Agent Name & Address

CORPORATION SERVICE COMPANY 1201 HAYS STREET TALLAHASSEE FL 32301-2525 US

Officer/Director Detail

Name & Address

Title VP

STRICKLAND, DAVID A 1781 N.W. NORTH RIVER DRIVE MIAMI FL 33126

Title VP

MACCLUGAGE, BRIAN 1781 N.W. NORTH DRIVE DRIVE MIAMI FL 33126

Title PTCE

CARR, PATRICK H

1781 N.W. NORTH RIVER DRIVE **MIAMI FL 33126** Title CFO HARRINGTON, RICHARD 1781 N.W. NORTH RIVER DRIVE **MIAMI FL 33126** Title VPAS NEESE, CHARLES K 1781 N.W. NORTH RIVER DRIVE MIAMI FL 33126 **Annual Reports** Report Year Filed Date 05/16/2011 2011 04/23/2012 2012 07/10/2012 2012 **Document Images** View image in PDF format 07/10/2012 -- ANNUAL REPORT View image in PDF format 04/23/2012 -- ANNUAL REPORT View image in PDF format 05/16/2011 -- ANNUAL REPORT View image in PDF formet 03/31/2011 -- ANNUAL REPORT View Image in PDF format 04/08/2010 -- ANNUAL REPORT View image in PDF format 04/02/2009 -- ANNUAL REPORT View image in PDF format 03/18/2008 - ANNUAL REPORT View image in PDF format 01/19/2007 -- ANNUAL REPORT View Image in PDF format 02/07/2006 - ANNUAL REPORT View image in PDF format 06/30/2005 - ANNUAL REPORT View Image in PDF format 07/01/2004 -- Foreign Profit Note: This is not official record. See documents if question or conflict. Entity Name Search Return To List Next on List Previous on List Şubmilt No Name History No Events | Home | Contact us | Document Searches | E-Filing Services | Forms | Help |

Copyright @ and Privacy Policies State of Florida, Department of State